RECORDATION NO. 10844-P Filed 1425

RECORDATION NO. 10844-O Filed 1425

DEC 1 1985 -9 15 AM INTERSTATE COMMERCE COMMISSION

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HELLER, EHRMAN, WHITE & McAULIFFE
ATTORNEYS
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
44 MONTGOMERY STREET · SAN FRANCISCO, CALIFORNIA 94104
CABLE HELPOW · TELEX 184-996 · TELECOPIER (415) 772-6268
TELEPHONE (415) 772-6000

PENINSULA OFFICE
525 UNIVERSITY AVENUE
PALO ALTO, CALIFORNIA 94301
TELEPHONE (415) 326-7600

PORTLAND OFFICE
985 LLOYD CENTER TOWER
825 N. E. MULTNOMAH STREET
PORTLAND, OREGON 97232
TELEPHONE (503) 238-1700

SEATTLE OFFICE
4100 FIRST INTERSTATE CENTER
999 THIRD AVENUE
SEATTLE, WASHINGTON 98104
TELEPHONE (206) 447-0900

HONG KONG OFFICE
CAXTON HOUSE, 17/F
1 DUDDELL STREET
HONG KONG
TELEPHONE 5-266816
TELEX 65665 LAWYR HX

November 26, 1985

12/2/85
20.00

Ms. Mildred Lee
Interstate Commerce Commission
Interstate Commerce Commission Building
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

Amendments to BRAE Transportation, Inc.
Security Agreement, Chattel Mortgage
and Lease Assignment/File No. 10844

Dear Ms. Lee:

Enclosed are two copies of a Sixth Amendment Agreement dated as of June 28, 1985 and an original and a copy of a Seventh Amendment Agreement dated as of June 28, 1985, to the Security Agreement, Chattel Mortgage and Lease Assignment dated as of September 20, 1979, as amended by Amendment Agreements dated as of January 10, 1980, February 13, 1980, April 30, 1980, September 9, 1982, and March 22, 1985, by and between BRAE Transportation, Inc. (formery BRAE Corporation) and Citicorp Industrial Credit Inc.

Please file one copy of the Sixth Amendment Agreement with the ICC, and file stamp the second copy. Please file the copy of the Seventh Amendment Agreement with the IC, and file-stamp the original. Then return a copy of the Sixth Amendment Agreement and the original of the Seventh Amendment Agreement to Ms. Donna Lilly of Transporstation Traffic Services, inc., for return to us.

If you have any questions regarding the above, pease contact me at my direct dial number (415-772-6619). Thank you very much for your assistance in this matter.

Very truly yours,

Frances Cole

Frances Cole

Enclosures

cc: Paul J. Mundie, Esq.

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SEVENTH AMENDMENT AGREEMENT

DEC 1 1985 -9 15 AM

INTERSTATE COMMERCE COMMISSION

THIS SEVENTH AMENDMENT AGREEMENT dated as of June 28, 1985 (the "Amendment"), by and between BRAE TRANSPORTATION, INC. (formerly BRAE Corporation) (the "Company"), and CITICORP INDUSTRIAL CREDIT, INC. ("Citicorp").

WITNESSETH:

WHEREAS, the Company and Citicorp entered into a Security Agreement, Chattel Mortgage, and Lease Assignment dated as of September 20, 1979, as amended by Amendment Agreements dated as of January 10, 1980, February 13, 1980, April 30, 1980, September 9, 1982; March 22, 1985, and June 28, 1985 (as so amended, the "Security Agreement:); and

WHEREAS, the parties hereto desire to amend the Security Agreement as hereinafter set forth:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1) The terms used in this amendment which are defined in the Security Agreement have the same meanings as specified therein.

2) Section 10. (Default) of the Security Agreement is amended by the deletion of the period at the end of clause (iii) and the substitution of a semicolon and the word "and" and the following clause therefore:

(iv) the Company shall breach any provision or agreement of or default in the due observance or performance of any covenant, condition or provision of any financing agreement, including, but not limited to, any loan, lease, credit or security agreement with any party or parties other than Citicorp, including, but not limited to, a failure to pay any part of the principal, interest and/or other amounts due thereunder, and such breach or default shall continue for 45 or more days after such breach or default shall have occurred, whether or not it shall have been declared to be a "default" or an "event of default" by the respective creditor,*

3) Except as modified hereby, the Security Agreement remains in full force and effect.

4) This Amendment may be executed in any number of counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single instrument.

5) The provisions of this Amendment and all rights and obligations of the parties hereunder shall be governed by the laws of the State of California.

* and further, that such breach or default shall have caused, or permitted to be caused, any amounts due thereunder to become due and payable prior to their original due date.

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6) The Company shall, at its expense, cause this Amendment to be filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303, as soon as possible and shall provide Citicorp with evidence of such filing.

IN WITNESS WHEREOF, the Company and Citicorp have caused their names to be signed hereto by their respective officers hereunto duly authorized as of the date just written above.

CITICORP INDUSTRIAL CREDIT, INC.

By: ______________________
Vice President

(Corporate Seal)

Attest:

____
Assistant Secretary

BRAE TRANSPORTATION, INC.

By: Alfred C. Dossa
Vice President

(Corporate Seal)

Attest:

Thomas M...
Assistant Secretary